



Yarmouth Management

RENEWAL

This lease is made March 21, 2013, between

**Elizabeth Lee Martinez and Donald Pohlman (Landlord) &
Ann Caton and Patrick Masterson (Tenant)**

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises known as:

1377 Potomac Avenue SE, Washington, DC 20003

This lease begins on the first day of May 2013 and ends on the last day of April 2014. The rent for twelve (12) months totals twenty-two thousand two hundred dollars (\$22,200.00), payable in equal monthly installments of one thousand eight hundred fifty dollars (\$1,850.00) on the first of every month without deduction or demand, to the Landlord or Landlord's Agent (Landlord/Agent). Rent shall be paid on the first of the month by personal check, money order or bank bill-pay — no cash. Current address must appear on all payments (bill-pay should use the address for the account). Regardless of the number of Tenants executing this Lease Agreement, all payments to the Landlord/Agent shall be by SINGLE CHECK. Each Tenant executing this lease is jointly and individually liable for such payments. The Tenant has been advised that rent increases for the premises are not regulated by the Rent Stabilization Program for the District of Columbia.

RENT PAYMENTS/MAINTENANCE REQUESTS: All rent payments should be delivered to and requests for maintenance made to:

**Yarmouth Management
309 7th Street, SE
Washington, DC 20003
(202) 547-3511
E-mail: Rent@YarmouthM.com**

SERVICE CHARGES: A late charge of FIFTY DOLLARS (\$50.00) shall be assessed for any payment received AFTER CLOSE OF BUSINESS ON THE SEVENTH DAY OF THE MONTH. An additional late charge of FIVE DOLLARS (\$5.00) shall be assessed FOR EACH ADDITIONAL DAY LATE AFTER CLOSE OF BUSINESS ON THE TENTH DAY OF THE MONTH. A service charge of TWENTY-FIVE DOLLARS (\$25.00) will be automatically made for each instance in which a CHECK IS RETURNED UNPAID BY THE TENANT'S BANK FOR ANY REASON. Landlord/Agent shall have the right to require rent payments to be made in cash, money order, or by cashier's/certified check.

LANDLORD AND TENANT DO HEREBY AGREE AND COVENANT AS FOLLOWS:

1. USES: The premises will be solely used for the purposes of a residence and shall be occupied by no more than three (3) person(s), including children. Tenant will not use the premises for any disorderly or unlawful purpose nor will he/she permit any act which will unreasonably interfere with the rights, quiet enjoyment, comforts, or convenience of other tenants or neighbors.

309 7th Street SE, Washington, DC 20003



2. SECURITY DEPOSIT: Tenant has deposited with the Landlord/Agent the sum of **one thousand two hundred fifty dollars (\$1,250.00)** which is to be held solely for the purpose of securing the Tenant's performance under this lease. This deposit may be applied to any unpaid bills or fees due and owing at the expiration of this agreement, any extension thereof or holding-over period or applied to any damages to the premises caused by Tenant, his/her family, guests, employees, tradespeople, or pets, or other expense suffered by the Landlord as a result of breach of any covenant of this lease. **TENANT MAY NOT UTILIZE THE SECURITY DEPOSIT AS RENT NOR MAY IT BE DEDUCTED FROM THE LAST MONTH'S RENT.** The Landlord/Agent acknowledges receipt of the security deposit which shall be deposited by the Landlord/Agent in an interest bearing escrow account in a financial institution in the District of Columbia established for the sole purpose of handling such deposits. Interest on this deposit shall accrue at the rate of **(one half of one percent 0.5%)** per annum simple interest. Security deposit and accrued interest shall be paid to the Tenant(s) within forty-five (45) days after termination of the tenancy established under this agreement, during which time Landlord/Agent shall inspect the property for any damages or extraordinary wear as defined in paragraphs 10, 11, and 16 of this lease. ***This period will begin ONLY after the property is FULLY vacated and ALL KEYS have been returned.*** In the event of a sale of the premises or the transfer or assignment of this lease, the Landlord/Agent shall have the right to transfer the security deposit to a new owner, transferee, or assignee, and shall be deemed released from all liability for the return of the deposit. Further, in the event of any rightful or permitted assignment of this lease by the Tenant, the deposit shall be deemed to be held by the Landlord/Agent as a deposit of the assignee and the Landlord/Agent shall have no further liability for the deposit to the original Tenant.

3. UTILITIES:

a. Utilities shall be paid by the Tenant as follows: **WATER/SEWER 100% plus GAS 100% plus ELECTRICITY 100%.** Tenant shall make all the necessary deposits in connection with and pay all bills for the aforesaid utilities: Washington Gas-703-750-1000; PEPCO-202-833-7500; or other such companies to which both parties agree. Such utility charges shall be additional to rent chargeable as a condition of occupancy. Property will include at least one working telephone jack. Tenant shall pay for all telephone services, including any additional wiring and installation that may be necessary. Tenant agrees to pay any water/sewer bills in the percentage indicated above for the premises at the termination of the lease, extension or renewals thereof, based upon an actual reading of water/sewage service billing and shall provide access to meter for that purpose.

b. **N/A** Tenant shall be responsible for 0% of costs relating to monitoring of the security system. Tenant shall be responsible for any telephone installation and service required for monitoring system. **Tenant shall provide Landlord/Agent with entrance code and password for use in case of emergencies.**

c. Tenant shall use reasonable care in conservation of utilities not chargeable to the Tenant. Tenant will not bring into use any articles in the premises that will overload the gas, electric, or water capacities thereof or install any major appliances which create excess usage of any utilities that are chargeable to the Landlord.

d. Tenant shall obtain written approval from Landlord/Agent prior to installation of a new satellite dish or new wiring for telephone, DSL, or cable.

4. PETS: Permission to keep one dog at the premises is hereby conditionally granted. Authorization can be denied at any time during this lease (or extension thereof) if the above named pet is disturbing to neighbors in any way, or is found to be detrimental to the property itself. Determination will be made solely by the Landlord/Agent. Tenant also understands that a **Three hundred dollar (\$300.00)** pet deposit will be required before taking occupancy of the property. Determination to return said pet deposit will be made solely by the Landlord/Agent. Tenant also agrees to pay the cost of having the property professionally exterminated for fleas or ticks at the termination of occupancy, upon the request of the Landlord/Agent.

5. SMOKING: Tenant acknowledges that **NO SMOKING** is allowed at the premises.

6. KEYS: Tenant acknowledges the receipt of one full set of keys for each Tenant when first month's rent is paid. A charge of \$5.00 per key will be made for additional or duplicate keys. A charge of \$125.00 will be made for a change of lock. **Tenant must use ALL DOOR LOCKS at ALL TIMES** and will be responsible for any cost of opening doors for which they carry no key.



7. INSURANCE: Tenant will do nothing and permit nothing to be done on the premises which contravenes any fire insurance policy covering the same. If Tenant's use or occupancy of the premises increases the premium on any fire insurance policy, Tenant shall pay any such increase. All goods and personal property of every kind, in and upon the premises, shall be at the sole risk and hazard of the Tenant. **TENANT IS HEREBY URGED TO PURCHASE A RENTER'S INSURANCE POLICY FOR THE PURPOSE OF PROTECTING HIS/HER PERSONAL PROPERTY IN THE EVENT OF A FIRE, BURGLARY, FLOOD, OR OTHER OCCURRENCE THAT MIGHT RESULT IN A LOSS. Tenants are not covered by Landlord's insurance for any loss or damage to personal property belonging to Tenant due to fire, burglary, water damage, or other occurrence, nor for liability or medical payments.**

8. DESTRUCTION: If the premises are rendered **TOTALLY** unfit for occupancy by fire, act of God, rioters, public enemies, or accident, the term of this lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord/Agent decides to repair the same, such repairs shall be made by Landlord/Agent without unreasonable delay, and this lease shall remain in force and effect without any abatement of rent.

9. HOLD HARMLESS: Landlord and the Landlord's Agent will be held free and harmless for any and all loss, claim or damage by reason of accident, injury, and damage to any person or property (except for negligence on the part of Landlord/Agent) occurring on or about the leased premises.

10. ALTERATIONS: Without the prior written permission of the Landlord/Agent, Tenant will not remodel or make any structural changes, alterations, or additions to the premises; nor paper, paint, or decorate; nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units; nor add wireless internet, radio, or television antennae or satellite dishes; nor bring into use any articles in the premises that will overtax the floor load capacity thereof; nor overload the gas, electric, or water capacities thereof; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); nor change the existing locks of the premises. If locks are changed by Tenant, copies for emergency use shall be provided to the Landlord/Agent within two (2) working days.

11. MAINTENANCE: Tenant shall keep all parts of the premises, including equipment therein, in a state of good repair, order and condition and shall surrender the premises at the expiration of the term hereof in the same good order in which they were received, reasonable wear and tear excepted. Tenant additionally covenants and agrees as follows:

- To comply with the responsibilities imposed on Tenant by the District of Columbia;
- to keep the premises which Tenant occupies and uses clean and sanitary;
- to dispose from Tenant's dwelling unit of all rubbish, garbage, and organic or flammable waste in a clean, safe, and sanitary manner;
- to keep all plumbing fixtures clean and sanitary;
- to properly use and operate all electrical, gas, plumbing, and heating and air conditioning fixtures and appliances;
- and not to permit any person on the premises with Tenant's permission to willfully or maliciously destroy, deface, damage or remove any part of the structure or dwelling unit or facilities, equipment, or appurtenances thereto, nor him/herself do any such thing.

Any municipal citation issued as the result of trash being put out at the wrong time, in the wrong place, or in the wrong container; lack of yard or sidewalk maintenance; or for any other related reason shall be the sole responsibility of the Tenant. See the move-in package for other maintenance advice.

Tenant shall provide for and be responsible for the following items:

INTERIOR:

- a. All window treatments, blinds, shades, etc., unless otherwise specified.
- b. The replacement of light bulbs and fuses and resetting of circuit breakers.
- c. Checking forced air furnace and central and/or window air conditioning filters monthly and replacing or cleaning filters as necessary to prevent damage and improve efficiency. Any repairs resulting from clogged filters will be the Tenant's responsibility.



d. Proper care and cleaning of carpeting, if any, and proper care and cleaning of any wooden floors; and cleaning and dusting of the premises regularly, particularly the kitchen and bathrooms.

initials e. **TESTING THE SMOKE DETECTOR(S)** monthly and reporting all malfunctions to the Landlord/Agent immediately. Tenant acknowledges that, at the commencement of this lease, Tenant will test the smoke detectors and notify Landlord/Agent immediately in writing of any problem, defect, malfunction, or failure of the smoke detector(s). Within seven (7) days of receipt of initial or any subsequent written notification, Landlord/Agent shall repair or replace the smoke detector(s). Tenant agrees to replace smoke detector batteries (if any) at any time the existing battery becomes unserviceable. Tenant further acknowledges and agrees that the Landlord/Agent is not the operator, manufacturer, distributor, retailer or supplier of smoke detectors. Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the operation or maintenance of the smoke detectors.

f. Properly maintaining garbage disposal, assuring that cold water is always operated simultaneously and that only appropriate items are placed inside. Cost of repair after misuse, as determined by a licensed plumber, shall be Tenant's responsibility. See move-in packet for proper use.

g. Properly maintaining dishwasher, clothes washer, and dryer, if any. Maintenance shall include, but not be limited to, the use of automatic dishwasher detergent only in the dishwasher, and cleaning of lint filter EACH AND EVERY TIME the clothes dryer is used. Lint in dryer ducts can cause fires. See move-in packet for other appliance maintenance suggestions.

h. Keeping toilets, drains, sinks, and all other plumbing fixtures free of stoppage. Tenant is responsible for initial treatment of stoppage with a plunger. **TENANT SHALL NOT USE ANY CHEMICAL DRAIN CLEANER AT ANY TIME (i.e. Drano or Liquid Plumber).** Tenant shall be responsible for ANY stoppage resulting from the disposal of items such as excessive tissue, paper napkins, paper towels, sanitary products, diapers, or any other objects deemed by a registered plumber to be inappropriate for disposal in this manner.

i. Any exterminating for mice, roaches, water bugs, ants, or other vermin in buildings comprising fewer than three units commencing one month after Tenant moves into the property.

j. Covering seventy-five percent of all floor area by carpets or other suitable sound-deadening floor covering. This clause does not apply to premises with no other living units beneath.

k. Removing any visible moisture accumulation in or on the premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mopping up spills and thoroughly drying affected areas as soon as possible after occurrence; using exhaust fans in kitchen and bathrooms when necessary; using a shower curtain or door at all times to keep the floor by the shower and tub dry; and keeping climate and moisture in the premises at reasonable levels.

l. Notifying Landlord/Agent promptly in writing of the following conditions:

- (i). Any running toilet, water leak, excessive moisture, or standing water inside the premises or in common areas;
- (ii). Mold growth in or on the premises that persists after Tenant has tried several times to remove it with household cleaning solution or a combination of water and bleach.
- (iii). A malfunction in any part of the heating, air-conditioning, or ventilation system in the premises.
- (iv). Any loose plaster or peeling paint.

INTERIOR & EXTERIOR:

m. Insuring that heat stays on at all times during the winter. Damage caused by bursting pipes (including damage to pipes and any water damage) from failure to maintain heat or to shut off water to exterior faucets in cold weather shall be the responsibility of the tenant.

n. Removing trash from the premises on a regular basis and placing it in suitable **COVERED** containers, supplied by the Tenant. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables.

**EXTERIOR:**

o. For properties with use of outside space, keeping trimmed and cut any lawn, trees, vines, plants, shrubbery and gardens, and preserving them in good condition. **This property includes outside space.**

p. Promptly removing leaves, ice, and snow as necessary from walks, steps, and public walkways in front of the property (provided that the property comprises fewer than three units).

q. Keeping exterior drains and ground-level downspout openings cleaned and cleared of leaves and other debris. **Tenant shall clear drains regularly and check them during rains to assure they remain clear.**

12. REPAIRS: Within two business days of receipt of notice from Tenant of any defect, problems, or needed repairs, Tenant will be contacted by a contractor to schedule repairs. **ANY REPAIRS OR REPLACEMENTS OF THE PROPERTY, EQUIPMENT, OR APPLIANCES NECESSARY DUE TO ACTS OF COMMISSION OR OMISSION OF TENANT, HIS FAMILY, GUESTS, EMPLOYEES, OR PETS, SHALL BE PAID BY THE TENANT.** Determination of whether any such repair or replacement is due to normal wear and tear or due to acts of commission or omission by Tenant, his family, guests, employees, or pets, shall be made by a qualified professional, selected by the Landlord/Agent, who is familiar with the maintenance or repair of the property, equipment, or appliances in question. Any repair or replacement such as might fall under normal maintenance listed in paragraph 11 above shall be the responsibility of the Tenant regardless of cause (unless caused by the negligence of the Landlord/Agent or their employees). Any unauthorized repairs shall be at Tenant's expense and liability and shall be a material breach of this lease by Tenant. Tenant shall promptly notify Landlord/Agent of any defect, problems, or needed repairs with respect to the premises, but shall not order such repairs on or about the premises without prior written approval from the Landlord/Agent. Tenant hereby expressly agrees to limit or restrict any activity on the premises which could cause further damage or injury as a result of such defect, problem, or needed repair, until such time as proper corrective action can be taken. In the event any repairs are performed by Tenant without Landlord/Agent's verbal or written authorization, Tenant hereby warrants that such activity will be undertaken only if the person performing such repair is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statutes. Tenant warrants that he/she will be accountable for any mishaps, injuries or accidents resulting from such work Tenant performs or causes to be performed by others, and that Tenant will hold the Landlord of the property and the Landlord's Agents free of liability, harm, litigation or claims of Tenant or other persons. **Under no circumstances is the cost of said repairs to be deducted from any installment of rent.**

13. PROHIBITIONS: a. Tenant will not place any heavy articles in the premises without the written consent of Landlord/Agent. No items or equipment of any nature, including bicycles, motor bikes, and/or motorcycles, will be housed in front of the premises, on porches or patios, in public halls, stairways, corridors or fire escapes. Also nothing is to be placed in the windows, upon ledges, balconies, or balcony rails.

b. In accordance with fire regulations stated in D.C. Act 8-281, no grill (charcoal burner, portable gas stove, propane stove, or barbecue pit) shall be operated within 10 feet of any dwelling or on the balcony of any dwelling.

c. Tenant may not store materials—especially flammable—in the same location as the water heater or heating system (furnace/boiler). Tenant shall also keep area around this equipment open to assure full air flow.

14. LEASE EXPIRATION: After the expiration of the term of this lease, if Tenant remains in possession, the tenancy shall be deemed to be a month-to-month tenancy and the Tenant agrees to pay the same monthly rent as was due on the last month of the term of this lease or an increased monthly rent for which the Landlord/Agent has provided Tenant written notice not less than 30 days in advance of the rent due date. The Tenant shall keep and fulfill all other conditions, covenants, and terms of this lease agreement throughout the month-to-month tenancy. In so continuing, the Landlord/Agent reserves the right to renegotiate new terms and conditions at any time.

15. NOTICE OF LEASE TERMINATION: At the conclusion of this lease or any subsequent leases, Tenant may terminate his/her tenancy by notifying Landlord/Agent **IN WRITING not less than thirty (30) calendar days in advance of his/her departure. This notice must be given as of the FIRST DAY OF THE MONTH; i.e. if you are moving out any day other than the last day of the month, you must give MORE than 30 days notice.**



Tenant's failure to give such notice shall result in the Tenant's liability for payment of the rent after Tenant vacates the premises, such vacancy to constitute constructive notice to the Landlord/Agent.

16. SURRENDER: Tenant will, upon termination of this lease or any extension thereof, surrender the premises and all its fixtures and equipment belonging to the Landlord/Agent in good, clean, operating condition, ordinary wear and tear excepted. Tenant agrees to pay the cost of (a) any labor over and above that usually required for normal cleaning of the stove, refrigerator, kitchen, bathroom, or other parts of the unit; (b) for the removal of trash or other property left or abandoned on the premises; (c) the extra cost of painting and redecorating the unit resulting from general abuse by the Tenant, removal of wallpaper or paint installed by the Tenant, or any other such action of Tenant which requires more than normal repainting or redecorating; (d) the cost of repairing or replacing any portion of the premises or property of the Landlord/Agent placed thereon which may be injured, defaced, destroyed, removed, or altered in any manner. Upon vacating the premises, Tenant shall deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause Landlord/Agent to charge Tenant for changing locks.

17. INSPECTION: Landlord/Agent may enter the premises during reasonable hours and with proper notice to examine the same, to make necessary repairs, to exhibit to others, and to protect the property from damage. During the last sixty (60) days of the term of this lease or any extension thereof, Landlord/Agent may enter the premises to exhibit the same to other persons and to place a "for rent" or "for sale" sign thereon.

18. EARLY CONCLUSION OR ASSIGNMENT OF LEASE: Tenant is responsible for all terms and conditions of this lease for its full duration and any continuation thereof. Therefore, Tenant shall not assign this lease or sublet the premises, or any portion thereof, or permit possession or occupancy thereof by any other person(s) without prior WRITTEN consent of the Landlord/Agent at the Landlord's sole and absolute discretion. If Landlord/Agent gives consent for early conclusion or assignment of lease, Tenant shall be responsible for paying any fees specified by Landlord/Agent, including paying any rent until property is re-occupied.

19. ABANDONMENT: If Tenant abandons, quits, or vacates the premises, voluntarily or involuntarily, without the written consent of the Landlord/Agent, Tenant shall remain liable for all loss of rents to the end of the term of this agreement. The Landlord may re-rent the premises, and in the event of such re-renting, expenses incident to re-rental, as well as any costs and damages sustained due to Tenant's use and occupation of premises shall be borne by Tenant.

20. DEFAULT: If Tenant fails to pay rent as scheduled or violates any other conditions of this lease, then this lease may be terminated at the option of the Landlord/Agent. In such cases this lease will operate as a NOTICE TO QUIT, any notice to quit as required by law being hereby expressly waived. The application submitted by Tenant shall constitute an integral part of this lease. Any misrepresentations made in the application submitted shall constitute a default under this lease and shall be grounds for termination hereof. In such case, the Landlord/Agent may proceed to recover possession of the premises without a demand for rent or possession under and by virtue of the provisions of the District of Columbia Code which regulate proceedings between Landlord and Tenant. Tenant agrees to remain answerable for all damages or loss of rent resulting from such re-entry, and Landlord reserves full power to re-rent premises for his own benefit. In the event legal action to recover possession or for unpaid rent is necessary, Landlord shall recover the costs of such action, including a reasonable attorney's fee.

21. CREDIT CLAUSE/APPLICATION: The Tenant has authorized the Agent to order and obtain a Consumer Credit Report from a consumer reporting agency to be used in connection with the execution of this lease. The Tenant hereby also authorizes the Agent to disclose to the Landlord or any other party directly involved, the credit information provided to the Agent by such consumer reporting agency or by the Tenant.

22. MULTI-FAMILY/CONDOMINIUM ADDENDUM: Where this lease applies to a multi-family dwelling or the law requires a condominium provision, an appropriate addendum is attached hereto and made a part of this lease.

23. AGENCY: The Landlord recognizes and designates Yarmouth Management Company as negotiator of this lease for the Landlord.



24. WAIVER CLAUSE: The waiver of one condition of this lease does not waive or in any other manner affect other conditions of this lease or subsequent breaches of the same condition.

25. ADDITIONAL PROVISIONS:

a. This lease shall be binding upon and inure to the benefit of the parties thereto, their respective heirs, executors, administrators, successors, and assigns.

b. This lease contains the final and entire agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained.

c. Additional or special provisions in the attached addendum bearing the signatures of all parties concerned are hereby made a part of this contract.

d. Tenant hereby acknowledges receipt of a copy of the D.C. Housing Regulations, sections 300-399.



26. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

This property: ☒ was constructed prior to 1978; ☐ was constructed in 1978 or later

For properties built before 1978:

Landlord's Disclosure (Initial)

DBP/GM (a) Presence of lead-based paint or lead-based paint hazards (check one below):
Initial, ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
then
check
one

☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

DBP/GM (b) Records and reports available to the Landlord (check one below):

Initial, ☐ Landlord has provided the Tenant with all available records and reports pertaining to lead-based
then paint and/or lead-based paint hazards in the housing (list documents below).
check
one

☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (Initial)

DBP (c) Tenant has received copies of all information listed above.
DBP (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (Initial)

DBP (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C.4852(d) and is aware of his/her responsibility to ensure compliance. Agent has provided the Tenant with required lead information and copies of the Landlord Tenant regulations.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

WITNESS the following signatures on the day and year first appearing above:

The undersigned do hereby acknowledge disclosure that Yarmouth Management Company represents the Landlord in this transaction.

LANDLORD/DATE:

Donald Pedlow 4/4/13

TENANT/DATE:

JA 3/30

LANDLORD/DATE:

Elizabeth Z. Martel 4/4/13

TENANT/DATE:

Ch 3/30

BY:

TENANT/DATE:

Yarmouth Management Company

TENANT/DATE:



Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:

1377 Potomac Avenue SE, Washington, DC 20003

The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of (Insert Full Address of Property)
1377 Potomac Avenue SE, Washington, DC 20003
and affirm that the following answers state what I reasonably know about my property.

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

☐ Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint at this property):

☒ To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

☐ While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: "Lead-based paint hazard" means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

☐ I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint hazards at this property):



☒ To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:

☒ There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

☐ There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

Elizabeth Lee Martinez and Donald Pohlman
Elizabeth Lee Martinez and Donald Pohlman (Landlord)
NAME OF OWNER/OWNER'S AUTHORIZED AGENT—SIGNATURE

4/4/13
DATE



GOVERNMENT OF THE
DISTRICT OF COLUMBIA



ACKNOWLEDGMENT FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
and/or Pending Government Actions

ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:
1377 Potomac Avenue SE, Washington, DC 20003

Lessee's Acknowledgment

☐ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): _____

☒ I confirm that I have received the pamphlet, Protect Your Family From Lead in Your Home, and that I received it on (insert date): _____

[Signature]
Lessee's Signature

3/30
Date

Agent's Acknowledgment

☒ I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

Clayton B. Freeman
Agent's Signature

3/21/13
Date



Yarmouth Management

RENEWAL

This lease is made March 16, 2012, between

**Elizabeth Lee Martinez and Donald Pohlman (Landlord) &
Ann Caton and Patrick Masterson (Tenant)**

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises known as:

1377 Potomac Avenue SE, Washington, DC 20003

This lease begins on the first day of May 2012 and ends on the last day of April 2013. The rent for twelve (12) months totals twenty-one thousand dollars (\$21,000.00), payable in equal monthly installments of one thousand seven hundred fifty dollars (\$1,750.00) on the first of every month without deduction or demand, to the Landlord or Landlord's Agent (Landlord/Agent). Rent shall be paid on the first of the month by personal check, money order or bank bill-pay — no cash. Current address must appear on all payments (bill-pay should use the address for the account). Regardless of the number of Tenants executing this Lease Agreement, all payments to the Landlord/Agent shall be by SINGLE CHECK. Each Tenant executing this lease is jointly and individually liable for such payments. The Tenant has been advised that rent increases for the premises are not regulated by the Rent Stabilization Program for the District of Columbia.

RENT PAYMENTS/MAINTENANCE REQUESTS: All rent payments should be delivered to and requests for maintenance made to:

**Yarmouth Management
309 7th Street, SE
Washington, DC 20003
(202) 547-3511
E-mail: Rent@YarmouthM.com**

SERVICE CHARGES: A late charge of FIFTY DOLLARS (\$50.00) shall be assessed for any payment received AFTER CLOSE OF BUSINESS ON THE SEVENTH DAY OF THE MONTH. An additional late charge of FIVE DOLLARS (\$5.00) shall be assessed FOR EACH ADDITIONAL DAY LATE AFTER CLOSE OF BUSINESS ON THE TENTH DAY OF THE MONTH. A service charge of TWENTY-FIVE DOLLARS (\$25.00) will be automatically made for each instance in which a CHECK IS RETURNED UNPAID BY THE TENANT'S BANK FOR ANY REASON. Landlord/Agent shall have the right to require rent payments to be made in cash, money order, or by cashier's/certified check.

LANDLORD AND TENANT DO HEREBY AGREE AND COVENANT AS FOLLOWS:

1. USES: The premises will be solely used for the purposes of a residence and shall be occupied by no more than two (2) person(s), including children. Tenant will not use the premises for any disorderly or unlawful purpose nor will he/she permit any act which will unreasonably interfere with the rights, quiet enjoyment, comforts, or convenience of other tenants or neighbors.

309 7th Street SE, Washington, DC 20003



2. SECURITY DEPOSIT: Tenant has deposited with the Landlord/Agent the sum of dollars (\$0.00) which is to be held solely for the purpose of securing the Tenant's performance under this lease. This deposit may be applied to any unpaid bills or fees due and owing at the expiration of this agreement, any extension thereof or holding-over period or applied to any damages to the premises caused by Tenant, his/her family, guests, employees, tradespeople, or pets, or other expense suffered by the Landlord as a result of breach of any covenant of this lease. **TENANT MAY NOT UTILIZE THE SECURITY DEPOSIT AS RENT NOR MAY IT BE DEDUCTED FROM THE LAST MONTH'S RENT.** The Landlord/Agent acknowledges receipt of the security deposit which shall be deposited by the Landlord/Agent in an interest bearing escrow account in a financial institution in the District of Columbia established for the sole purpose of handling such deposits. Interest on this deposit shall accrue at the rate of **one half of one percent (0.5%)** per annum simple interest. Security deposit and accrued interest shall be paid to the Tenant(s) within forty-five (45) days after termination of the tenancy established under this agreement, during which time Landlord/Agent shall inspect the property for any damages or extraordinary wear as defined in paragraphs 5 and 17 of this lease. ***This period will begin ONLY after the property is FULLY vacated and ALL KEYS have been returned.*** In the event of a sale of the premises or the transfer or assignment of this lease, the Landlord/Agent shall have the right to transfer the security deposit to a new owner, transferee, or assignee, and shall be deemed released from all liability for the return of the deposit. Further, in the event of any rightful or permitted assignment of this lease by the Tenant, the deposit shall be deemed to be held by the Landlord/Agent as a deposit of the assignee and the Landlord/Agent shall have no further liability for the deposit to the original Tenant.

3. UTILITIES:

a. Utilities shall be paid by the Tenant as follows: **WATER/SEWER 100% plus GAS 100% plus ELECTRICITY 100%.** Tenant shall make all the necessary deposits in connection with and pay all bills for the aforesaid utilities: Washington Gas-703-750-1000; PEPCO-202-833-7500; or other such companies to which both parties agree. Such utility charges shall be additional to rent chargeable as a condition of occupancy. Property will include at least one working telephone jack. Tenant shall pay for all telephone services, including any additional wiring and installation that may be necessary. Tenant agrees to pay any water/sewer bills in the percentage indicated above for the premises at the termination of the lease, extension or renewals thereof, based upon an actual reading of water/sewage service billing and shall provide access to meter for that purpose.

b. **N/A** Tenant shall be responsible for 0% of costs relating to monitoring of the security system. Tenant shall be responsible for any telephone installation and service required for monitoring system. Tenant shall provide Landlord/Agent with entrance code and password for use in case of emergencies.

c. Tenant shall use reasonable care in conservation of utilities not chargeable to the Tenant. Tenant will not bring into use any articles in the premises that will overload the gas, electric, or water capacities thereof or install any major appliances which create excess usage of any utilities that are chargeable to the Landlord.

d. Tenant shall obtain written approval from Landlord/Agent prior to installation of a new satellite dish or new wiring for telephone, DSL, or cable.

4. PETS: Permission to keep one dog at the premises is hereby conditionally granted. Authorization can be denied at any time during this lease (or any extension thereof) if the above named pet is disturbing to neighbors in any way, or is found to be detrimental to the property itself. Determination will be made solely by the Landlord/Agent. Tenant also understands that a Three Hundred Dollar (\$300.00) pet deposit will be required before taking occupancy of the property. Determination to return said pet deposit will be made solely by the Landlord/Agent. Tenant also agrees to pay the cost of having the house professionally exterminated for fleas or ticks at the termination of occupancy, upon the request of the Landlord/Agent.

5. SMOKING: Tenant acknowledges that **NO SMOKING** is allowed at the premises.

6. KEYS: Tenant acknowledges the receipt of one full set of keys for each Tenant when first month's rent is paid. A charge of \$5.00 per key will be made for additional or duplicate keys. A charge of \$125.00 will be made for a change of lock. **Tenant must use ALL DOOR LOCKS at ALL TIMES** and will be responsible for any cost of opening doors for which they carry no key.



7. INSURANCE: Tenant will do nothing and permit nothing to be done on the premises which contravenes any fire insurance policy covering the same. If Tenant's use or occupancy of the premises increases the premium on any fire insurance policy, Tenant shall pay any such increase. All goods and personal property of every kind, in and upon the premises, shall be at the sole risk and hazard of the Tenant. **TENANT IS HEREBY URGED TO PURCHASE A RENTER'S INSURANCE POLICY FOR THE PURPOSE OF PROTECTING HIS/HER PERSONAL PROPERTY IN THE EVENT OF A FIRE, BURGLARY, FLOOD, OR OTHER OCCURRENCE THAT MIGHT RESULT IN A LOSS.** Tenants are not covered by Landlord's insurance for any loss or damage to personal property belonging to Tenant due to fire, burglary, water damage, or other occurrence, nor for liability or medical payments.

8. DESTRUCTION: If the premises are rendered **TOTALLY** unfit for occupancy by fire, act of God, rioters, public enemies, or accident, the term of this lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord/Agent decides to repair the same, such repairs shall be made by Landlord/Agent without unreasonable delay, and this lease shall remain in force and effect without any abatement of rent.

9. HOLD HARMLESS: Landlord and the Landlord's Agent will be held free and harmless for any and all loss, claim or damage by reason of accident, injury, and damage to any person or property (except for negligence on the part of Landlord/Agent) occurring on or about the leased premises.

10. ALTERATIONS: Without the prior written permission of the Landlord/Agent, Tenant will not remodel or make any structural changes, alterations, or additions to the premises; nor paper, paint, or decorate; nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units; nor add wireless internet, radio, or television antennae or satellite dishes; nor bring into use any articles in the premises that will overtax the floor load capacity thereof; nor overload the gas, electric, or water capacities thereof; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); nor change the existing locks of the premises. If locks are changed by Tenant, copies for emergency use shall be provided to the Landlord/Agent within two (2) working days.

11. MAINTENANCE: Tenant shall keep all parts of the premises, including equipment therein, in a state of good repair, order and condition and shall surrender the premises at the expiration of the term hereof in the same good order in which they were received, reasonable wear and tear excepted. Tenant additionally covenants and agrees as follows:

- To comply with the responsibilities imposed on Tenant by the District of Columbia;
- to keep the premises which Tenant occupies and uses clean and sanitary;
- to dispose from Tenant's dwelling unit of all rubbish, garbage, and organic or flammable waste in a clean, safe, and sanitary manner;
- to keep all plumbing fixtures clean and sanitary;
- to properly use and operate all electrical, gas, plumbing, and heating and air conditioning fixtures and appliances;
- and not to permit any person on the premises with Tenant's permission to willfully or maliciously destroy, deface, damage or remove any part of the structure or dwelling unit or facilities, equipment, or appurtenances thereto, nor him/herself do any such thing.

Any municipal citation issued as the result of trash being put out at the wrong time, in the wrong place, or in the wrong container; lack of yard or sidewalk maintenance; or for any other related reason shall be the sole responsibility of the Tenant. See the move-in package for other maintenance advice.

Tenant shall provide for and be responsible for the following items:

INTERIOR:

- a. All window treatments, blinds, shades, etc., unless otherwise specified.
- b. The replacement of light bulbs and fuses and resetting of circuit breakers.
- c. Checking forced air furnace and central and/or window air conditioning filters **monthly** and replacing or cleaning filters as necessary to prevent damage and improve efficiency. Any repairs resulting from clogged filters will be the Tenant's responsibility.



d. Proper care and cleaning of carpeting, if any, and proper care and cleaning of any wooden floors; and cleaning and dusting of the premises regularly, particularly the kitchen and bathrooms.

Initial
e. **TESTING THE SMOKE DETECTOR(S)** monthly and reporting all malfunctions to the Landlord/Agent immediately. Tenant acknowledges that, at the commencement of this lease, Tenant will test the smoke detectors and notify Landlord/Agent immediately in writing of any problem, defect, malfunction, or failure of the smoke detector(s). Within seven (7) days of receipt of initial or any subsequent written notification, Landlord/Agent shall repair or replace the smoke detector(s). Tenant agrees to replace smoke detector batteries (if any) at any time the existing battery becomes unserviceable. Tenant further acknowledges and agrees that the Landlord/Agent is not the operator, manufacturer, distributor, retailer or supplier of smoke detectors. Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the operation or maintenance of the smoke detectors.

f. Properly maintaining garbage disposal, assuring that cold water is always operated simultaneously and that only appropriate items are placed inside. Cost of repair after misuse, as determined by a licensed plumber, shall be Tenant's responsibility. See move-in packet for proper use.

g. Properly maintaining dishwasher, clothes washer, and dryer, if any. Maintenance shall include, but not be limited to, the use of automatic dishwasher detergent only in the dishwasher, and cleaning of lint filter **EACH AND EVERY TIME** the clothes dryer is used. Lint in dryer ducts can cause fires. See move-in packet for other appliance maintenance suggestions.

h. Keeping toilets, drains, sinks, and all other plumbing fixtures free of stoppage. Tenant is responsible for initial treatment of stoppage with a plunger. **TENANT SHALL NOT USE ANY CHEMICAL DRAIN CLEANER AT ANY TIME (i.e. Drano or Liquid Plumber).** Tenant shall be responsible for ANY stoppage resulting from the disposal of items such as excessive tissue, paper napkins, paper towels, sanitary products, diapers, or any other objects deemed by a registered plumber to be inappropriate for disposal in this manner.

i. Any exterminating for mice, roaches, water bugs, ants, or other vermin in buildings comprising fewer than three units commencing one month after Tenant moves into the property.

j. Covering seventy-five percent of all floor area by carpets or other suitable sound-deadening floor covering. This clause does not apply to premises with no other living units beneath.

k. Removing any visible moisture accumulation in or on the premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mopping up spills and thoroughly drying affected areas as soon as possible after occurrence; using exhaust fans in kitchen and bathrooms when necessary; using a shower curtain or door at all times to keep the floor by the shower and tub dry; and keeping climate and moisture in the premises at reasonable levels.

l. Notifying Landlord/Agent promptly in writing of the following conditions:

- (i). Any running toilet, water leak, excessive moisture, or standing water inside the premises or in common areas;
- (ii). Mold growth in or on the premises that persists after Tenant has tried several times to remove it with household cleaning solution or a combination of water and bleach.
- (iii). A malfunction in any part of the heating, air-conditioning, or ventilation system in the premises.
- (iv). Any loose plaster or peeling paint.

INTERIOR & EXTERIOR:

m. Insuring that heat stays on at all times during the winter. Damage caused by bursting pipes (including damage to pipes and any water damage) from failure to maintain heat or to shut off water to exterior faucets in cold weather shall be the responsibility of the tenant.

n. Removing trash from the premises on a regular basis and placing it in suitable **COVERED** containers, supplied by the Tenant. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables.

**EXTERIOR:**

o. For properties with use of outside space, keeping trimmed and cut any lawn, trees, vines, plants, shrubbery and gardens, and preserving them in good condition. **This property includes outside space.**

p. Promptly removing leaves, ice, and snow as necessary from walks, steps, and public walkways in front of the property (provided that the property comprises fewer than three units).

q. Keeping exterior drains and ground-level downspout openings cleaned and cleared of leaves and other debris. **Tenant shall clear drains regularly and check them during rains to assure they remain clear.**

12. REPAIRS: Within two business days of receipt of notice from Tenant of any defect, problems, or needed repairs, Tenant will be contacted by a contractor to schedule repairs. **ANY REPAIRS OR REPLACEMENTS OF THE PROPERTY, EQUIPMENT, OR APPLIANCES NECESSARY DUE TO ACTS OF COMMISSION OR OMISSION OF TENANT, HIS FAMILY, GUESTS, EMPLOYEES, OR PETS, SHALL BE PAID BY THE TENANT.** Determination of whether any such repair or replacement is due to normal wear and tear or due to acts of commission or omission by Tenant, his family, guests, employees, or pets, shall be made by a qualified professional, selected by the Landlord/Agent, who is familiar with the maintenance or repair of the property, equipment, or appliances in question. Any repair or replacement such as might fall under normal maintenance listed in paragraph 12 above shall be the responsibility of the Tenant regardless of cause (unless caused by the negligence of the Landlord/Agent or their employees). Any unauthorized repairs shall be at Tenant's expense and liability and shall be a material breach of this lease by Tenant. Tenant shall promptly notify Landlord/Agent of any defect, problems, or needed repairs with respect to the premises, but shall not order such repairs on or about the premises without prior written approval from the Landlord/Agent. Tenant hereby expressly agrees to limit or restrict any activity on the premises which could cause further damage or injury as a result of such defect, problem, or needed repair, until such time as proper corrective action can be taken. In the event any repairs are performed by Tenant without Landlord/Agent's verbal or written authorization, Tenant hereby warrants that such activity will be undertaken only if the person performing such repair is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statutes. Tenant warrants that he/she will be accountable for any mishaps, injuries or accidents resulting from such work Tenant performs or causes to be performed by others, and that Tenant will hold the Landlord of the property and the Landlord's Agents free of liability, harm, litigation or claims of Tenant or other persons. **Under no circumstances is the cost of said repairs to be deducted from any installment of rent.**

13. PROHIBITIONS: a. Tenant will not place any heavy articles in the premises without the written consent of Landlord/Agent. No items or equipment of any nature, including bicycles, motor bikes, and/or motorcycles, will be housed in front of the premises, on porches or patios, in public halls, stairways, corridors or fire escapes. Also nothing is to be placed in the windows, upon ledges, balconies, or balcony rails.

b. In accordance with fire regulations stated in D.C. Act 8-281, no grill (charcoal burner, portable gas stove, propane stove, or barbeque pit) shall be operated within 10 feet of any dwelling or on the balcony of any dwelling.

c. Tenant may not store materials—especially flammable—in the same location as the water heater or heating system (furnace/boiler). Tenant shall also keep area around this equipment open to assure full air flow.

14. LEASE EXPIRATION: After the expiration of the term of this lease, if Tenant remains in possession, the tenancy shall be deemed to be a month-to-month tenancy and the Tenant agrees to pay the same monthly rent as was due on the last month of the term of this lease or an increased monthly rent for which the Landlord/Agent has provided Tenant written notice not less than 30 days in advance of the rent due date. The Tenant shall keep and fulfill all other conditions, covenants, and terms of this lease agreement throughout the month-to-month tenancy. In so continuing, the Landlord/Agent reserves the right to renegotiate new terms and conditions at any time.

15. NOTICE OF LEASE TERMINATION: At the conclusion of this lease or any subsequent leases, Tenant may terminate his/her tenancy by notifying Landlord/Agent **IN WRITING** not less than thirty (30) calendar days in advance of his/her departure. **This notice must be given as of the FIRST DAY OF THE MONTH; i.e. if you are moving out any day other than the last day of the month, you must give MORE than 30 days notice.**



Tenant's failure to give such notice shall result in the Tenant's liability for payment of the rent after Tenant vacates the premises, such vacancy to constitute constructive notice to the Landlord/Agent.

16. SURRENDER: Tenant will, upon termination of this lease or any extension thereof, surrender the premises and all its fixtures and equipment belonging to the Landlord/Agent in good, clean, operating condition, ordinary wear and tear excepted. Tenant agrees to pay the cost of (a) any labor over and above that usually required for normal cleaning of the stove, refrigerator, kitchen, bathroom, or other parts of the unit; (b) for the removal of trash or other property left or abandoned on the premises; (c) the extra cost of painting and redecorating the unit resulting from general abuse by the Tenant, removal of wallpaper or paint installed by the Tenant, or any other such action of Tenant which requires more than normal repainting or redecorating; (d) the cost of repairing or replacing any portion of the premises or property of the Landlord/Agent placed thereon which may be injured, defaced, destroyed, removed, or altered in any manner. Upon vacating the premises, Tenant shall deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause Landlord/Agent to charge Tenant for changing locks.

17. INSPECTION: Landlord/Agent may enter the premises during reasonable hours and with proper notice to examine the same, to make necessary repairs, to exhibit to others, and to protect the property from damage. During the last sixty (60) days of the term of this lease or any extension thereof, Landlord/Agent may enter the premises to exhibit the same to other persons and to place a "for rent" or "for sale" sign thereon.

18. EARLY CONCLUSION OR ASSIGNMENT OF LEASE: Tenant is responsible for all terms and conditions of this lease for its full duration and any continuation thereof. Therefore, Tenant shall not assign this lease or sublet the premises, or any portion thereof, or permit possession or occupancy thereof by any other person(s) without prior WRITTEN consent of the Landlord/Agent at the Landlord's sole and absolute discretion. If Landlord/Agent gives consent for early conclusion or assignment of lease, Tenant shall be responsible for paying any fees specified by Landlord/Agent, including paying any rent until property is re-occupied.

19. ABANDONMENT: If Tenant abandons, quits, or vacates the premises, voluntarily or involuntarily, without the written consent of the Landlord/Agent, Tenant shall remain liable for all loss of rents to the end of the term of this agreement. The Landlord may re-rent the premises, and in the event of such re-renting, expenses incident to re-rental, as well as any costs and damages sustained due to Tenant's use and occupation of premises shall be borne by Tenant.

20. DEFAULT: If Tenant fails to pay rent as scheduled or violates any other conditions of this lease, then this lease may be terminated at the option of the Landlord/Agent. In such cases this lease will operate as a NOTICE TO QUIT, any notice to quit as required by law being hereby expressly waived. The application submitted by Tenant shall constitute an integral part of this lease. Any misrepresentations made in the application submitted shall constitute a default under this lease and shall be grounds for termination hereof. In such case, the Landlord/Agent may proceed to recover possession of the premises without a demand for rent or possession under and by virtue of the provisions of the District of Columbia Code which regulate proceedings between Landlord and Tenant. Tenant agrees to remain answerable for all damages or loss of rent resulting from such re-entry, and Landlord reserves full power to re-rent premises for his own benefit. In the event legal action to recover possession or for unpaid rent is necessary, Landlord shall recover the costs of such action, including a reasonable attorney's fee.

21. CREDIT CLAUSE/APPLICATION: The Tenant has authorized the Agent to order and obtain a Consumer Credit Report from a consumer reporting agency to be used in connection with the execution of this lease. The Tenant hereby also authorizes the Agent to disclose to the Landlord or any other party directly involved, the credit information provided to the Agent by such consumer reporting agency or by the Tenant.

22. MULTI-FAMILY/CONDOMINIUM ADDENDUM: Where this lease applies to a multi-family dwelling or the law requires a condominium provision, an appropriate addendum is attached hereto and made a part of this lease.

23. AGENCY: The Landlord recognizes and designates Yarmouth Management Company as negotiator of this lease for the Landlord.



24. WAIVER CLAUSE: The waiver of one condition of this lease does not waive or in any other manner affect other conditions of this lease or subsequent breaches of the same condition.

25. ADDITIONAL PROVISIONS:

- a. This lease shall be binding upon and inure to the benefit of the parties thereto, their respective heirs, executors, administrators, successors, and assigns.
- b. This lease contains the final and entire agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained.
- c. Additional or special provisions in the attached addendum bearing the signatures of all parties concerned are hereby made a part of this contract.
- d. Tenant hereby acknowledges receipt of a copy of the D.C. Housing Regulations, sections 300-399.



26. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

This property: was constructed prior to 1978 was constructed in 1978 or later

For properties built before 1978:

Landlord's Disclosure (Initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):
 Initial, ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 then
 check
 one

☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check one below):

Initial, ☐ Landlord has provided the Tenant with all available records and reports pertaining to lead-based
 then paint and/or lead-based paint hazards in the housing (list documents below).
 check
 one

☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (Initial)

☐ (c) Tenant has received copies of all information listed above.

☐ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (Initial)

☒ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance. Agent has provided the Tenant with required lead information and copies of the Landlord Tenant regulations.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

WITNESS the following signatures on the day and year first appearing above:

The undersigned do hereby acknowledge disclosure that Yarmouth Management Company represents the Landlord in this transaction.

LANDLORD/DATE: [Signature] 4/5/12 TENANT/DATE: [Signature] 5/15/12

LANDLORD/DATE: [Signature] 6/5/12 TENANT/DATE: [Signature] 5/15/12

BY: _____

TENANT/DATE: _____

Yarmouth Management Company

TENANT/DATE: _____